



4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ____ day of ____, 2019, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the "CONSULTANT" located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and the Lafayette Board of Works, hereinafter called "Client," located at 20 N. 6th Street, Lafayette, IN 47901.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana; WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire the CONSULTANT to perform **Mulberry Drive Drainage Scoping Report** projects, as set forth herein; and WHEREAS, the CONSULTANT desires to assist the Client as provided herein; NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A-1, attached to this Agreement.

II. COMPENSATION

- A. The CONSULTANT shall be compensated as set forth in Exhibit B, referencing hourly rates as shown in Exhibit C, for services rendered under this Agreement.
- B. The CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to the CONSULTANT within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to the CONSULTANT within 90 days of the date of an invoice, The CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, The CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

The CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that The CONSULTANT's work and the completion thereof may be conditioned upon Client's review of the CONSULTANT's work and/or the timely performance and completion of certain activities by Client. The CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond the CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that the CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide the CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by the CONSULTANT to be

performed hereunder.

- C. Client shall upon execution of the Agreement, designate **Brad Talley**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide the CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. The Agreement may be terminated by the Client for convenience upon thirty (30) days written notice to CONSULTANT. The CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay the CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE AND INDEMNIFICATION

The CONSULTANT shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

- A. General Liability (including automobile) – combined single limit of \$2,000,000. The Client shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. CONSULTANT'S insurance shall be written on a "primary" basis and the Client's insurance program shall be in excess of all of CONSULTANT'S available coverage.
- B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Client.
- C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
- D. The CONSULTANT shall provide Certificates of Insurances indicating the aforesaid coverage.
- E. CONSULTANT and Client each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the CONSULTANT and Client, they shall be borne by each party in proportion to its negligence.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the CONSULTANT's

reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to the CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to: **Brad Talley, Lafayette Renew Superintendent, 1700 Wabash Avenue, Lafayette, IN 47901.**

XII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, the CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION The CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- C. That the Client may deduct from the amount payable to the CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

The CONSULTANT affirms it does not knowingly employ unauthorized aliens. The CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. The CONSULTANT shall not knowingly employ or contract with any unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person whom the CONSULTANT learns is an unauthorized alien. The CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to the CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. The CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

Client:
CITY OF LAFAYETTE
Board of Public Works

By: _____
Gary Henriott, President

(Date)

By: _____
Norm Childress

(Date)

By: _____
Amy Moulton

(Date)

By: _____
Cindy Murray

(Date)

By: _____
Ron Shriner

(Date)

CONSULTANT:
VS ENGINEERING, INC.

By: _____
Sanjay B. Patel, P.E., President

(Date)

By: _____
Andrew L. Bender, P.E., Vice President

(Date)

EXHIBIT A-1
Scope of Services Summary

PROJECT DESCRIPTION

The CONSULTANT will provide the services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. This scope includes a drainage analysis directed to reduce frequency of stormwater flooding and resulting damages to property at 3617 Mulberry Drive within the City of Lafayette. The project is known as the **Mulberry Drive Drainage Scoping Report (PROJECT)**. See attachment A-2 for the project area.

Based on the CONSULTANT's understanding of the Client's desired project approach and scope limitations, improvements are anticipated to consist of the following:

- A. The second location is found at 3617 Mulberry Drive between Pine Street to the east and Redwood Lane to the west. Stormwater runoff sheet flows across the road and floods the residence, which is significantly lower than the adjacent roadway. Potential solutions include addition of curb, regrading of the existing right of way, and installation of storm water infrastructure to intersect, collect, and safely redirect historic drainage patterns away from existing properties being negatively impacted by existing conditions.

SCOPE OF WORK

The CONSULTANT is pleased to present this proposal to prepare a scoping report, memorandum, or similar document for the noted project area. The document will review the hydrology and hydraulics of the area.

TOPOGRAPHICAL SURVEY

Not included.

DRAINAGE ANALYSIS AND DESIGN RECOMMENDATION

- A. CONSULTANT shall evaluate design alternatives to the drainage problems of varying magnitudes and methods, including but not limited to a combination of improvements to paving and adjoining concrete curb, sidewalk and drive approaches, regrading of adjacent road right-of-way, and addition of stormwater infrastructure. CONSULTANT shall coordinate and discuss with Client during the evaluation to assist in identifying the most cost effective and feasible alternative.
- B. CONSULTANT shall prepare and submit a summary of the findings, accompanying cost comparisons, and recommendations for design.

PROJECT MANAGEMENT AND UTILITY COORDINATION

- A. CONSULTANT will provide monthly updates to the Client. Updates can be coordinated to be provided prior to relevant Board of Works meetings.
- B. CONSULTANT to coordinate timely submittals and schedule face to face meetings with Client to discuss comments from submittal reviews.
- C. CONSULTANT shall be responsible for all coordination with utilities.
- D. CONSULTANT shall coordinate a minimum of one (1) meeting with utility companies before advertising for soliciting quotes occurs.
- E. CONSULTANT shall provide utilities with plans and specifications in sufficient detail that the

utilities may relocate their facilities without conflicting with the PROJECT.

ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by The CONSULTANT upon execution of a supplemental agreement. These services include:

1. Plan development services
2. Utility Coordination
3. Location Control Route Survey Plat
4. Wetland Delineation
5. Permitting (assumed Rule 5 is not required due to less than 1 acre of disturbed area)
6. Stakeholder Meetings and or Public Information Meeting
7. Location Control Route Survey Plat
8. Right of Way Engineering and acquisition services
9. Geotechnical Investigation and/or Pavement Coring
10. Construction Observation

SCHEDULE AND FEE SUMMARY

In consideration for the scope of services stated in Exhibit A-1 The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Brady Lane Drainage Improvements and Mulberry Drive Drainage Improvements

Description	Schedule	Amount
Drainage Analysis and Design Recommendations (2 projects)	75 days from NTP	\$8,500
Project Management and Invoicing	120 days from NTP	\$1,000
Total =		\$9,500

**VS ENGINEERING, INC. HOURLY
BILLING RATES
Brady Lane Drainage Improvements
and
Mulberry Drive Drainage Improvements
City of Lafayette, Indiana**

CLASSIFICATION	CURRENT BILLING RATE
Project Manager II	\$228.00
Project Manager I	\$173.00
Engineer III	\$149.00
Engineer II	\$128.00
Engineer I	\$114.00
Project Scientist II	\$128.00
Project Surveyor II	\$149.00
Survey Party Chief	\$105.00
Survey Technician II	\$95.00
Survey Technician I	\$75.00
CADD Technician II	\$98.00
CADD Technician I	\$74.00
Administrative Assistant	\$68.00
Project Principal	\$261.00

1/30/2019

EXPENSE	CURRENT RATE
Mileage	At Current IRS Rate
Subconsultants	At Cost
Direct Expenses	At Cost

Attachment A-2

Mulberry Drainage Problem Area

Legend

-  3617 Mulberry Dr
-  Mulberry Drive Project Area



Google Earth

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